

BellSouth Telecommunications, Inc. 615 214-6301  
Suite 2101 Fax 615 214-7406  
333 Commerce Street  
Nashville, Tennessee 37201-3300

REC'D T. BELL SOUTH  
REGULATORY AUTH.

99 SEP 10 PM 3 34  
Guy M. Hicks  
General Counsel

OFFICE OF THE  
EXECUTIVE SECRETARY

September 10, 1999

**VIA HAND DELIVERY**

Mr. David Waddell, Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243

Re: Tariff for Contract Service Arrangement TN99-4663-00  
Docket No. 99-00600

Dear Mr. Waddell:

Please accept this letter in response to your letter of September 7, 1999. This will confirm that the customer's agreement to pay the difference between the actual billed revenue for its V&T Eligible Services and its Contract Revenue Commitment, as set forth in Section VI of the CSA, does not apply upon the customer's early termination of the CSA. Instead, the customer must pay only the amount calculated in accordance with Section X upon early termination of the CSA.

Thus, if Section X requires a payment of \$70,000 upon early termination of the CSA, the customer will pay only \$70,000 upon early termination of the CSA. This is true even if at the time of the early termination, the customer's actual billed revenue for its V&T Eligible Services is \$800,000 below its Contract Revenue Commitment.

Additionally, this customer informed BellSouth that several CLECs approached the customer with proposals and offers to provide local service, and the customer expects to receive additional proposals and offers in the near future. This is not surprising, given the size of this customer and the fact that its headquarters is located in Tennessee. BellSouth respectfully declines to request

**FILE**

Mr. David Waddell, Executive Secretary  
September 10, 1999  
Page 2

the customer to provide an affidavit regarding the nature of the competitive offers it has received from other service providers.

Such a request would be a significant departure from standard business practices -- customers are not accustomed to having to sign affidavits before purchasing services from their provider of choice. Moreover, no such affidavit has been required in conjunction with any BellSouth CSA (or with any CLEC special contract) the Authority has previously approved, and BellSouth is unaware of any statute, rule, or caselaw requiring a public utility to provide such an affidavit in conjunction with a request for the approval of a special contract.

Like the Store CSA and the Bank CSA the Directors approved during the September 2, 1999 Conference, this CSA is priced above cost and will be made available to any similarly situated customer who wishes to adopt its terms and conditions. BellSouth, therefore, respectfully submits that this CSA should be approved.

Very truly yours,

*Guy Hicks by print w/ permission*

Guy M. Hicks

GMH/jem



BellSouth Telecommunications, Inc. 615 214-6520  
Suite 2104 Fax 615 214-8858  
333 Commerce Street  
Nashville, Tennessee 37201-3300

Charles L. Howorth, Jr.  
Regulatory Vice President

August 17, 1999

TARIFF FILING

99.600

RECEIVED

AUG 17 1999

TN REGULATORY AUTHORITY  
TELECOMMUNICATIONS DIVISION

Mr. Joe Werner, Chief  
Telecommunications Division  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee

Dear Mr. Werner:

SUBJECT: Tariff Filing for Contract Service Arrangement TN99-4663-00

Attached is a Contract Service Arrangement tariff filing of BellSouth Telecommunications, Inc., issued August 17, 1999. We request that this tariff be effective September 16, 1999.

General Subscriber Services Tariff A

Section A5 - Third Revised Page 105

Section B5 - Second Revised Page 18

This Contract Service Arrangement is being submitted to the Tennessee Regulatory Authority for review and approval. Details may be found in the Executive Summary which is included with this filing package.

We appreciate your returning a receipted copy as evidence of this tariff filing. Please call Paul Stinson at 214-3839 if you have questions or wish to discuss.

Yours truly,

*Charlie Howorth*

Attachments

## **EXECUTIVE SUMMARY**

### **TN99-4663-00**

#### **INTRODUCTION**

The purpose of this filing is to provide a maximum 8.5% discount on eligible tariffed services. In order to receive these discounts, the customer must attain an Annual Revenue Commitment on a region-wide basis. The duration of this contract is 24 months.

#### **DESCRIPTION OF PRESENT TARIFF**

Discount eligible services are available in Sections A3, A6, A9, A12, A13, A29, A31, A32, A42, A112, and A113 of the General Subscriber Service Tariff and B7 and B8 of the Private Line Tariff.

#### **DESCRIPTION OF CONTRACT SERVICE ARRANGEMENT**

This Contract Service Arrangement provides for a maximum 8.5% discount on eligible tariffed services provided the customer attains an Annual Revenue Commitment on a region-wide basis.

#### **TECHNICAL INFORMATION**

All of the tariffed services included under this agreement are currently available in Sections A3, A6, A9, A12, A13, A31, A32, A42, A112, and A113 of the General Subscriber Service Tariff and B7 and B8 of the Private Line Tariff.

#### **MARKET INFORMATION**

The subscriber has received pricing proposals from competitors which propose rates lower than those contained in BellSouth's Tariff. This Contract Service Arrangement provides the subscriber with more competitive rates for the services covered by this contract.

#### **CONTRACT INFORMATION**

The actual contract is filed under separate cover and is subject to proprietary agreement.

#### **REVENUE INFORMATION/CONTRIBUTION**

Revenue and contribution information are filed under separate cover and are subject to proprietary agreement.

#### **COST INFORMATION**

These contract rates cover costs as documented in the cost studies on file in support of these tariffed services.

#### **CONCLUSION**

Approval of this filing will permit BellSouth to continue to provide this customer with advanced services at competitive rates.

## A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

### A5.6 Contract Service Arrangements (Cont'd)

#### A5.6.1 Rates and Charges (Cont'd)

- A. The following is a listing of rates and charges to subscribers requiring contract service arrangements (Cont'd)

**Case No. TN98-4289-00**

This Contract Service Arrangement provides for BellSouth® Primary Rate ISDN -Voice/Data (Standard) Option. A minimum service period of 40 months is required. Additional terms and conditions that are specific to this contract have been filed as proprietary information with the Tennessee Regulatory Authority and will be made available to interested customers through permission from BellSouth.

- (1) BellSouth® Primary Rate ISDN Access Line

	Nonrecurring Charge	40 Months Monthly Rate	USOC
(a) BellSouth® Primary Rate ISDN Access Line, each	\$325.00	\$120.00	1LD1E
(2) Flat Rate BellSouth® Primary Rate ISDN B-Channel			
(a) Voice/Data (Standard) Option	5.00	28.50	PR7BV

**Case No. TN98-6726-00**

This Contract Service Arrangement provides a maximum ten percent (10%) discount on eligible tariffed services. Discount eligible services are found in Sections A3., A6., A12., A13., A29. and A42. of this Tariff. In order to be eligible for this discount, the customer has agreed to attain an Annual Revenue Commitment on a regional basis. Additional terms and conditions that are specific to this contract have been filed as proprietary information with the Tennessee Regulatory Authority and will be made available to interested customers through permission from BellSouth. The duration of this agreement is three years.

**Case No. TN98-6846-00**

This Contract Service Arrangement provides an eight percent (8%) discount on eligible tariffed services. Discount eligible services are found in Sections A3., A6., A13. and A42. of this Tariff. In order to be eligible for this discount, the customer has agreed to attain an Annual Revenue Commitment on a region-wide basis. Additional terms and conditions that are specific to this contract have been filed with the Tennessee Regulatory. The duration of this agreement is three years.

**Case No. TN99-4663-00**

This Contract Service Arrangement provides a maximum eight and one half percent (8.5%) discount on eligible tariffed services. Discount eligible services are found in Sections A3., A6., A9., A12., A13., A29., A31., A32., A42., A112. and A113. of this Tariff. In order to be eligible for this discount, the customer has agreed to attain an Annual Revenue Commitment on a region-wide basis. Additional terms and conditions that are specific to this contract have been filed with the Tennessee Regulatory Authority. The duration of this agreement is two years.

(N)

(N)

ISSUED: August 17, 1999  
BY: President - Tennessee  
Nashville, Tennessee

EFFECTIVE: September 16, 1999

## **B5. APPLICATION OF CONSTRUCTION (TERMINATION AND ADDITIONAL CHARGES)**

### **B5.7 Contract Service Arrangements (Cont'd)**

#### **B5.7.1 Rates and Charges (Cont'd)**

A. The following is a list of rates and charges to subscribers requiring contract service arrangements: (Cont'd)

60. Case No. 98-6726-00

- a. This Contract Service Arrangement provides a maximum ten percent (10%) discount on eligible tariffed services. Discount eligible services are found in Section B7. of this Tariff. In order to be eligible for this discount, the customer has agreed to attain an Annual Revenue Commitment on a regional basis. Additional terms and conditions that are specific to this contract have been filed as proprietary information with the Tennessee Regulatory Authority and will be made available to interested customers through permission from BellSouth. The duration of this agreement is three years.

61. Case No. TN98-6846-00

This Contract Service Arrangement provides an eight percent (8%) discount on eligible tariffed services. Discount eligible services are found in Sections B7. and B107. of this Tariff. In order to be eligible for this discount, the customer has agreed to attain an Annual Revenue Commitment on a region-wide basis. Additional terms and conditions that are specific to this contract have been filed with the Tennessee Regulatory. The duration of this agreement is three years.

62. Case No. TN99-4663-00

This Contract Service Arrangement provides a maximum eight and one half percent (8.5%) discount on eligible tariffed services. Discount eligible services are found in Sections B7. and B8. of this Tariff. In order to be eligible for this discount, the customer has agreed to attain an Annual Revenue Commitment on a region-wide basis. Additional terms and conditions that are specific to this contract have been filed with the Tennessee Regulatory Authority. The duration of this agreement is two years.

(N)

(N)

00-0010

April 29, 1999

**VOLUME AND TERM AGREEMENT**

This Volume and Term ("V&T") Agreement ("Agreement") is entered into by and between BellSouth Telecommunications, Inc., a Georgia corporation ("BellSouth") and [REDACTED] a Delaware corporation, on behalf of itself and its affiliated companies (hereinafter collectively referred to as "[REDACTED]" or "Customer") as set forth herein.

**I. DEFINITIONS**

A. A "V&T" Agreement is a customized Contract Service Arrangement ("CSA") with respect to various local and intraLATA services purchased by [REDACTED] from BellSouth in the telephone exchanges served by BellSouth in the state of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. This Agreement provides the Customer certain levels of discounts on identified local and intraLATA services based upon the Customer's commitment to and attainment of a Contract Revenue Commitment in accordance with the requirements described in this Agreement.

B. "Contract Revenue Commitment" is the agreed upon amount of billing during the term of this Agreement to [REDACTED] by BellSouth for BellSouth's regulated services that represent the billing [REDACTED] agrees to achieve for purposes of this Agreement.

C. "Baseline" billing is used to calculate the Contract Revenue Commitment. Baseline billing is equal to two times the annualized monthly billing to [REDACTED] for BellSouth regulated services.

D. "Discount Level" is the percentage reduction applied to the monthly billed revenue for the BellSouth services that are Discount Eligible and for which billing has occurred or will occur during the current billing period.

E. "V&T Eligible Services" include all regulated services purchased by [REDACTED] whose billing is used to calculate Contract Revenue Commitment. Billing for non-recurring charges, directory assistance, taxes, and publicly imposed surcharges including but not limited to the surcharges for 911 service and dual party relay service, are not considered V&T Eligible and were not used to calculate the Contract Revenue Commitment. The V&T Eligible Services are listed in Appendix I of this Agreement.

F. "Discount Eligible Services" include all BellSouth local and intraLATA services purchased by [REDACTED] that are appropriate for a percentage reduction off the existing monthly billed revenue as mutually agreed to by [REDACTED] and BellSouth. The Discount Eligible Services are listed in Appendix II.

G. "Effective Date" is the date the Agreement has been executed by both parties.

H. "A Contract Year" is ~~the~~ twelve-month period during the term of this Agreement beginning with the Effective Date of the Agreement. This date shall also establish the anniversary date for this Agreement.

I. The "Term" of this Agreement shall be two years.

REC  
[Signature]  
[Signature]

## II. CONTRACT REVENUE COMMITMENT

- A. [REDACTED] and BellSouth agree to a Contract Revenue Commitment of \$20,180,000.00. The Contract Revenue Commitment represents 90 percent of [REDACTED] Baseline billing.
- B. BellSouth and [REDACTED] agree that all recurring charges for V&T Eligible Services billed by BellSouth to [REDACTED] during the Agreement shall be applied toward the Contract Revenue Commitment. [REDACTED] progress toward meeting the Contract Revenue Commitment will be tracked by BellSouth and measured in pre-discounted billed dollars.
- C. In the event of an adjustment due to a Business Change, Higher Order of Service, or Tariff Change as defined herein, [REDACTED] shall be permitted to reduce its Contract Revenue Commitment by an amount equal to the adjustment made during the Contract True-Up (as defined herein). The Contract Revenue Commitment level contained in Appendix III shall be reduced by an amount equal to the adjustment made during the Contract True-Up.

## III. DISCOUNT LEVELS

- A. BellSouth shall apply a discount that is a percentage reduction off the monthly billed revenue for the total billed revenue associated with the Discount Eligible Services at the beginning of the Contract. BellSouth shall begin to apply the Discount on the first billing cycle of the Effective Date. The Discount Level shall be based on the Contract Revenue Commitment and is provided in Appendix III.

B. Charges billed pursuant to the Federal or State Access Services tariffs, billing for taxes or publicly imposed surcharges, including but not limited to, the surcharges for 911 or dual party relay services, Local Usage, Special Service Arrangements, Contract Service Arrangements, WATSSaver, and End User Common Line Charges, are not eligible for the application of the discount. Billing associated with certain services may not be eligible for the application of a discount in order to maintain compliance with applicable regulatory and legal requirements.

#### IV. GROWTH INCENTIVE AWARD

The Growth Incentive Award is intended to provide [REDACTED] additional discounts based on their increase in billed revenue. In order to determine the Growth Incentive Award, BellSouth will review [REDACTED] Contract Revenue Commitment and actual V&T Eligible Services billing at the end of the Agreement term. If the actual V&T Eligible Services billing is 5% higher than the Contract Revenue Commitment, then BellSouth will provide [REDACTED] an additional 1% discount on the billed revenue associated with the Discount Eligible Services. If the actual V&T Eligible Services billing is 10% higher than the Contract Revenue Commitment, then BellSouth will provide [REDACTED] an additional 1.5% discount on the billed revenue associated with the Discount Eligible Services. If the actual V&T Eligible Services billing is 15% higher than the Contract Revenue Commitment, then BellSouth will provide [REDACTED] an additional 2% discount on the billed revenue associated with the Discount Eligible Services.

## V. REGULATORY CONSIDERATIONS

A. [REDACTED] recognizes and agrees that this Agreement is not intended to replace or supersede existing tariffs and that all services that are included under the V&T Agreement will be purchased in accordance with the approved BellSouth General Subscriber Services Tariff and Private Line Services Tariff in effect in each state. The provisions of such tariffs applicable to the services shall apply unless and except to the extent this Agreement contains express provisions specifically in conflict therewith (in which case the express provisions of this Agreement shall control to the extent permitted by applicable law.)

B. [REDACTED] acknowledges that BellSouth may be required to file and obtain approval of the V&T Agreement in certain states prior to the implementation of the V&T offering. BellSouth agrees to begin any necessary filings within 30 calendar days after the Effective Date. In the event the V&T Agreement is denied by a regulatory agency in any state or by another regulatory body with jurisdiction over this matter, this Agreement shall be null and void and of no effect in that state.

## VI. COMMITMENT SHORTFALL

[REDACTED] agrees that if it fails to meet its Contract Revenue Commitment during the term of the Contract, BellSouth shall bill and [REDACTED] agrees to pay the difference between the actual billed revenue for the V&T Eligible Services for the Agreement term and its Contract Revenue Commitment. BellSouth will issue [REDACTED] a bill for the commitment shortfall.

## VII. PROVISION FOR DISCOUNTING ADDITIONAL AND NEW SERVICES UNDER V&T

For the purposes of this Agreement an Additional Service is an intraLATA service that is tariffed by BellSouth on the Effective Date of this Agreement and is not considered a Discount Eligible intraLATA Service. A New Service is an intraLATA service that has been tariffed by BellSouth after the Effective Date of the V&T Agreement. [REDACTED] may submit a request to BellSouth to obtain a discount on the Additional Service or New Service under the Agreement.

## VIII. ACQUISITION OF NEW BUSINESSES

In the event [REDACTED] acquires a new business or operation within the BellSouth service area during the term of this Agreement and desires to include the services under the existing V&T Agreement, BellSouth and [REDACTED] shall review such request and in the event it is mutually determined that the inclusion of these services is appropriate, BellSouth shall amend this Agreement and the Contract Revenue Commitment Level in Appendix III, as appropriate to include such services in the V&T Agreement. Any revisions due to acquisition will be made during the V&T Contract True-Up at the end of the Agreement term, and will be effective retroactively to the date of acquisition.

## IX. AUTHORIZED USERS

[REDACTED] recognizes and agrees that the services included in this Agreement are specifically restricted to the use of [REDACTED] and its affiliates. In particular, the V&T Agreement is intended for the internal use of [REDACTED] and its affiliates and the resale of services included in this Agreement is strictly prohibited.

## X. TERMINATION LIABILITY

If [REDACTED] desires to terminate the V&T Agreement prior to its expiration, [REDACTED] must provide BellSouth written notice of such termination 60 days prior to the effective date of termination. Termination liability will be in accordance with the following:

A. If written notice of termination is delivered to BellSouth, BellSouth will bill [REDACTED] the following termination charges:

- (1) Discounts received for the life of the Contract or for the previous 12 months, whichever is less, and
- (2) The prorated portion of the Contract implementation and tracking costs, calculated as follows:

Prorated Implementation and Tracking Costs =

$\$204,000.00 \times (\text{Contract Months Remaining} / \text{Total Contract Months})$

B. The application of termination charges pursuant to this Section shall not affect the application of termination charges pursuant to the tariff or any other agreement.

C. [REDACTED] further acknowledges that it has options for its telecommunication services from service providers other than BellSouth and that it has chosen BellSouth to provide the services included in this Agreement. [REDACTED] therefore, agrees that if it terminates this Agreement or the services purchased pursuant to this Agreement, [REDACTED] will be responsible for the termination charges set forth in A and B above. [REDACTED] however, will not be responsible for termination charges if a certified reseller of BellSouth local service resells this Agreement to [REDACTED] and such reseller executes a written document agreeing to assume all of [REDACTED] obligations to BellSouth under this Agreement.

## XI. BUSINESS CHANGE

In the event of a divestiture of a significant part of [REDACTED] business, a business downturn beyond [REDACTED] control, or a network optimization using other BellSouth services, (hereinafter collectively referred to as "Business Change"), any of which significantly reduces the volume of network services required by [REDACTED] with the result that [REDACTED] is unable to meet its Contract Revenue Commitment under this Agreement (notwithstanding [REDACTED] best efforts to avoid such a shortfall), BellSouth and [REDACTED] will cooperate to reduce the [REDACTED] Contract Revenue Commitment to the extent of any shortfall resulting from the Business Change. This provision shall not apply to a change resulting from a decision by [REDACTED]: (i) to reduce its overall use of telecommunications; or (ii) to transfer portions of its traffic or projected growth to providers other than BellSouth. [REDACTED] must provide BellSouth written notice of the conditions it believes will require the application of this provision. This provision does not constitute a waiver of any charges, including shortfall charges, incurred by [REDACTED] prior to the time the parties mutually agree to amend this Agreement. This provision does not affect the application of termination charges pursuant to the tariff or other agreements.

## XII. HIGHER ORDER OF SERVICE

BellSouth may offer to [REDACTED] new technological features and capabilities which will provide additional value to [REDACTED] with higher functionality and increased capacity ("Higher Order of Service"). In the event [REDACTED] elects to incorporate such a Higher Order of Service into its network design, and the use of such Higher Order of Service results in [REDACTED] being unable to meet its Contract Revenue Commitment under this Agreement, then, subject to all applicable regulatory requirements, BellSouth agrees to reduce [REDACTED] Contract Revenue Commitment to the extent of any shortfall resulting from the migration to a Higher Order of Service.

### XIII. TARIFF CHANGES

If during the term of this Agreement, BellSouth requests and receives regulatory approval for price reductions on tariff services purchased by [REDACTED] and such price reductions cause [REDACTED] to be unable to meet its Contract Revenue Commitment under this Agreement, then subject to applicable regulatory requirements, BellSouth agrees to reduce [REDACTED] Contract Revenue Commitment to the extent of the shortfall resulting from the price reduction(s).

### XIV. CONTRACT TRUE-UP

At the end of the Contract term, BellSouth will conduct a review of [REDACTED] revenue to determine if [REDACTED] achieved its Contract Revenue Commitment ("Contract True-Up"). During the Contract True-Up, BellSouth will calculate any Commitment Shortfall in accordance with Section VI and any Growth Incentive Awards in accordance with Section IV. During the Contract True-Up, BellSouth and [REDACTED] can also propose any adjustments to the Contract Revenue Commitment.

[REDACTED] and BellSouth agree that any credit resulting from the Contract True-Up will be applied as a credit on the BellSouth bill(s) for local and intraLATA services or paid to [REDACTED] as a lump sum payment(s) in the form of a check(s). Further, any debit resulting from the Contract True-Up for failure to meet the Contract Revenue Commitment or Termination Liability will be billed directly to [REDACTED] and [REDACTED] agrees to assume responsibility for all outstanding amounts.

## XV. ANNUAL TRUE-UP

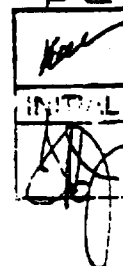
At the end of the first Contract Year, BellSouth and [REDACTED] will conduct a formal review of [REDACTED] billing. During this review BellSouth and [REDACTED] will determine and agree to the level of V&T Eligible Services billing and the level of the Discount Eligible Services billing achieved by [REDACTED] during the first Contract Year. These agreed to levels of V&T Eligible Services billing and Discount Eligible Services billing will be used along with the second Contract Year billing levels during the Contract True-Up at the end of the Agreement term to determine if [REDACTED] met its Contract Revenue Commitment and to calculate any Commitment Shortfall or Growth Incentive Award.

## XV. MISCELLANEOUS

A. This offer shall expire on June 30, 1999.

B. [REDACTED] and BellSouth will be jointly responsible for the identification of [REDACTED] accounts that are V&T Eligible. [REDACTED] and BellSouth agree that BellSouth will not be responsible for failure to apply a discount to a V&T eligible account if such failure results from [REDACTED] failure to identify such account. Additional V&T eligible accounts may be added only by mutual agreement of the parties. [REDACTED] will provide a written list of the V&T eligible accounts within 10 business days after the Effective Date of the Agreement

C. This Agreement shall be construed in accordance with the laws of ~~each-state~~ <sup>each-state</sup> where the service is provided unless otherwise provided



D. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received and shall be sufficient if given in writing, delivered by hand, facsimile, overnight mail delivery, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party. Current addresses are:

BellSouth

Vice President & General Manager

**BellSouth Business Systems**

333 Commerce St.; Suite 2601

Nashville, Tennessee 37201

Customer Name

C.O.O./Executive Vice President

[REDACTED]

[REDACTED]

[REDACTED]

E. In the event that one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable in any respect under any statute, regulatory requirement, or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality or unenforceability, and the remainder of this Agreement shall continue in full force and effect.

F. Each party agrees to submit to the other all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement or to the services provided under this Agreement wherein corporate or trade names, logos, trademarks, or service marks of the other party or any of its affiliated companies are mentioned or wherein there is language from which a connection to said names or marks may be inferred. Each party further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without the other party's prior written approval.

G. [REDACTED] may not assign its rights or obligations under this Agreement without the prior written consent of the Company. Such consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set forth below.

[REDACTED]

BELLSOUTH TELECOMMUNICATIONS, INC.

BY: [REDACTED]

Printed Name

BY: Sylvia H. Johnson

Printed Name

BY: [REDACTED]

Authorized Signature

BY: [Signature]

Authorized Signature

TITLE: Vice President

TITLE: National Account Manager

DATE: 6/25/99

DATE: 4-30-99

Approved  
Legal Department  
102647189

## APPENDIX I

## V&amp;T ELIGIBLE SERVICES

Analog Private Line Service  
Bill Management Service  
Foreign Exchange Service  
Data Sel-A-Station  
Inside Wire - Basic  
Special Assemblies  
End User Common Line Charge  
Individual Line ISDN (Business and Residence)  
Memory Call Service  
Local Area Data Service  
Intra LATA Toll  
WATS  
800 Service  
AMU (Additional Message Units)  
AccuPulse  
Basic Business Services\*  
MegaLink Channel Service  
FlexServ  
MegaLink (in Florida, Georgia and Tennessee only)  
SynchroNet Service  
ESSX  
Optional Calling Plan  
ESSX/MultiServ ISDN  
MegaLink ISDN  
MultiServ/MultiServ Plus  
ESSX/MultiServ NAR's  
MCS NAR's/ML ISDN NAR's  
PathLink Service  
Frame Relay  
SmartRing  
DID  
Flat/Meas/Msg Rate PBX Trunks/NAR's

\* Includes Prestige, TouchStar, Custom Calling, Flat Rate Business Lines, Meas/Msg Rate Business Lines, Directory White Page Service, Remote Call Forwarding, Expanded/Area Calling Service, Non List/Non Published Services and Business Plus/ Business Choice Service

**APPENDIX II****DISCOUNT ELIGIBLE INTRALATA SERVICES**

Basic Business Services\*

AccuPulse

MegaLink Channel Service

FlexServ

MegaLink (in Florida, Georgia and Tennessee only)

SynchroNet Service

ESSX

Optional Calling Plan

ESSX/MultiServ ISDN

Individual Line ISDN (Business Only)

MegaLink ISDN

MultiServ/MultiServ Plus

ESSX/MultiServ NAR's

MCS NAR's/ML ISDN NAR's

PathLink Service

Frame Relay

SmartRing

DID

Flat/Meas/Msg Rate PBX Trunks/NAR's

\* Includes Prestige, TouchStar, Custom Calling, Flat Rate Business Lines, Meas/Msg Rate Business Lines, Directory White Page Service, Remote Call Forwarding, Expanded/Area Calling Service, Non List/Non Published Services and Business Plus/ Business Choice Service

**APPENDIX III**

**Contract Revenue Commitment**

<b>% of Baseline</b>	<b>Contract Revenue Commitment</b>	<b>Discount Level <sup>1</sup></b>	<b>Estimated Contract Savings</b>
90%	\$20,180,000.00	6.5%	\$851,000.00

<sup>1</sup> Discount Eligible Services Only